



Appoquinimink School District
THE WORLD IS OUR CAMPUS

STATE OF DELAWARE
Appoquinimink School District

September 29, 2020

ISSUED BY: KATRINA MURPHY
INTERIOR DESIGNER – DISTRICT REPRESENTATIVE
302-658-6426

SUBJECT: **AWARD NOTICE**
ASD20639-FVGYMFITCT
Gym and Fitness Center Equipment – Appoquinimink School District

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one year period beginning August 24, 2020 and ending August 24, 2021. Each contract may not be renewed. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

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Vendor Name: Pyramid School Supplies Address: 6510 North 54 th Street Tampa, FL 33610 Primary Contact Name: Patty VanDyck Phone: 800-792-2644 ext. 239 Email: patty@pyramidsp.com FSF Number:	Vendor Name: BSN Sports Address: P.O. Box 7726 Dallas, TX 75209-0726 Primary Contact Name: John Stafford Phone: 800-527-7510 Email: bsnbid@bsnsports.com FSF Number:
Vendor Name: Fitness Lifestyles Address: 37 Route 35 Neptune, NJ 07753 Primary Contact Name: Ric Flagg Phone: 732-775-1630 ext 31 Email: rflagg@fitnesslifestyles.com FSF Number:	Vendor Name: Bigger Faster Stronger Address: P.O. Box 17166 Salt Lake City, UT 84117 Primary Contact Name: Kelly G. Waite Phone: 800-628-9737 Email: kellyg@bfsmail.com FSF Number:
Vendor Name: ProMaxima Address: 5310 Ashbrook Drive Houston, TX 77081 Primary Contact Name: Greg Spire Phone: 713-667-9606 ext. 256 Email: Greg@promaxima.com FSF Number:	Vendor Name: Johnson Fitness and Wellness Address: 231 Executive Drive Suite 15 Newark, DE 19702 Primary Contact Name: Shane Munson Phone: 302-668-9546 Email: shane.munson@johnsonfit.com FSF Number:
Vendor Name: Combat Brands Address: 15850 W 108 th Street Lenexa, KS 66219 Primary Contact Name: Randall Coburn Phone: 620-481-7569 Email: rcoburn@combatbrands.com FSF Number:	

3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP

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Vendors must deliver, assemble, and install all items awarded.

5. PRICING

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Prices will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Appoquinimink School District to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number ASD20639-FVGYMFITCT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to

perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.